



# Momentous Health Global Return Policy

Refunds, when requested, will be issued to the original method of payment used to purchase the product unless that method of payment is unavailable, in which case a refund check will be issued to the Customer or Business Advocate. Unless the Customer or Business Advocate requests otherwise, MHG will credit the Customer's MHG account for the purchase price of the returned product. Credit on account is available for MHG product purchases. Refund checks that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of \$15 (US) and a bank cancellation/stop payment fee of \$10 (US) will be credited to the Customer's account. MHG reserves the right to cancel the Business Advocate Agreement of any Business Advocate who abuses the MHG satisfaction guarantee by excessively returning product. The products purchased are for consumption and sampling to grow a larger customer base.

## Returns on Products Within 30 Days

MHG will refund one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) of re-sellable products that are returned by a Business Advocate or Customer within thirty (30) days of purchase from the Company, less shipping costs and paid Bonuses.

In a case that a state law is different than the MHG Return Policy, MHG will abide by that state's return policy law.

## Returns Thirty-one (31) days to ninety (90) days after purchase

From thirty-one (31) days and up to ninety (90) days from the date of purchase, MHG will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on re-sellable products that are returned by Business Advocates or Customers, less shipping costs and paid bonuses.

In a case that a state law is different than the MHG Return Policy, MHG will abide by that state's return policy law.

## Returns from 91 days to one year after purchase

After 91 days and up to twelve (12) months from the date of purchase, MHG will provide a Product Credit of ninety (90%) or a refund of (70%) of the purchase price (plus applicable tax if prepaid) on re-sellable products that are returned by a Business Advocate or Customer, less shipping costs and paid bonuses (excludes limited time offers and expired items).

In a case that a state law is different than the MHG Return Policy, MHG will abide by that states return policy law.

## Re-sellable Products

- Products and Sales Aids shall be deemed re-sellable if each of the following elements are satisfied:
- Unopened and unused
- Packaging and labeling have not been altered or damaged
- The product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price
- Product expiration date is not within 90 days
- Product contains current MHG labeling. Products shall not be considered re-sellable if the company discloses prior to purchase, the products that are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.

## Return of Damaged or Incorrectly Sent Products

MHG will exchange products if the returned products were received by the purchaser in damaged condition or were incorrectly sent. Such products must be returned within ten (10) days of receipt. Whenever possible, returned products will be replaced with undamaged products. However, when an exchange is not feasible, the company reserves the right to issue a credit for the amount of the exchanged products.

## Duty to Retain Sales Order Number

In order for the company to correctly recoup the applicable bonuses on returned products, the original sales order number from the invoice must be retained. This number must be provided to the company at the time the request for a refund is made.

## Pack Return

Products purchased as a package must be returned as the entire pack.

## Return Procedure

To obtain a refund for returned products or sales aids, a Business Advocate or customers must comply with these procedures:

- Approval for the return must be received prior to the return of the shipment to the Company. This approval must be obtained, either by telephone or in writing, and the actual return shipment must be accompanied by the Business Advocate or customer number.
- The company will provide the Business Advocate or Customer with the correct procedures and location for returning the products or sales aids.

- All return shipping costs must be paid for by the Business Advocate or Customer.

Products or Sales Aids returned to the Company without prior authorization will not qualify for a product credit or refund and will be returned to the Business Advocate or Customer at the Business Advocate or customers expense. Personalized Sales Aids are not returnable or refundable, except for personalized Sales Aids with printing errors. Such sales aids must be returned within thirty days and in conformance with the Product Return Policy.

This return/refund procedure may vary by jurisdictions where different repurchase requirements are imposed by law. Applicable laws may dictate the terms of the refund policy.

The Company may charge a \$15 fee for shipments that are refused at the point of delivery and returned to the company.

### Company's Right to Recoup Unearned Bonuses

Bonuses are paid to Business Advocates based on the purchase of company products by retail customers or by Business Advocates of their Downline Organization. When products are returned, the company has the right to recoup any bonuses that were paid based on the purchase of the products that were returned. The company may recoup these bonuses by requiring Business Advocates to pay the company directly, or the Company may withhold the amount of the bonus from future bonus payments.

### Returns and Commission Adjustments ("Clawbacks")

When product is returned to MHG, the commissions attributable to that product will be deducted (or "clawed back") from the commission checks of the Support Team. Business Partners are required to return products under the Company's product exchange and return policies rather than doing a credit card chargeback. All volume generated will be clawed back from all returns from any person who received volume from that purchase